IN THE UNITED STATES DISTRICT COURT NORTHERN DISTRICT OF TEXAS DALLAS DIVISION

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§ Civil Action No. 3:20-CV-407-L
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ORDER

On August 2, 2021, the Findings, Conclusions and Recommendation of the United States Magistrate Judge ("Report") (Doc. 17) was entered, recommending that the court grant Plaintiff's Motion for Attorney's Fees (Doc. 15), filed February 4, 2021, and award it \$5,304.50 in attorney's fees and \$733.50 in expenses. No objections to the Report were filed.

Having considered the motion, supporting documentation, record in this case, and Report, the court determines that the findings and conclusions of the magistrate judge are correct, and **accepts** them as those of the court.* Accordingly, the court **grants** Plaintiff's Motion for Attorney's Fees (Doc. 15) and **awards** Plaintiff \$5,304.50 in reasonable attorney's fees and \$733.50 in expenses.

^{*} In its motion, Plaintiff contends that it is entitled to attorney's fees pursuant to Texas Civil Practice and Remedies Code § 38.001(8) because it brought this action to enforce a written contract through foreclosure, and the contract at issue (Deed of Trust) provides for recovery of reasonable attorney's fees and costs incurred in pursuit of foreclosure. While Plaintiff did not specifically sue for breach of contract, the court agrees that its pleadings and request for an order of judicial foreclosure as a result of Defendants' default under the loan documents suffices as a suit to enforce a contract and recovery of attorney's fees under section 38.001 in accordance with the Deed of Trust. Additionally, on February 1, 2021, the court entered a default judgment in Plaintiff's favor on its claim to enforce the Deed of Trust through judicial foreclosure.

It is so ordered this 19th of August, 2021.

Sam G. Lindsay

United States District Judge